IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.3357 OF 1996

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD. ... PLAINTIFFS.

VS.

SHRI VIMALKUMAR ... DEFENDANT.

MR. MAHENDRA BAJPAI I/B. R.J.SINGH FOR THE PLAINTIFFS.
NONE FOR THE DEFENDANT.

Coram : S.K.Shah, J.
Date : December 8, 2005.

P.C.:-

1. The Suit is undefended against the defendant. The Plaintiffs have filed affidavit and documents in support of their claim.

2. The Plaintiffs have filed this Suit for the balance amount due from the defendants, on the basis of Hire Purchase Agreement. In support of their claim, the Plaintiffs have filed the memorandum of agreement, dated 15.4.1985 and the demand notice, dated 8.7.1994. The memorandum of agreement shows that the defendant agreed to pay hire purchase instalments to the Plaintiff against the machinery obtained by him under the Hire Purchase Agreement, dated 15.4.1985. The machinery was also delivered to the defendant, however, the defendant failed to pay the agreed instalments. As such the machinery was sold by the Plaintiffs and the sale consideration was adjusted towards the amount due from the defendant. The amount of Rs. 1,35,221 was due from the defendant towards the said contract, hence, the Plaintiffs have filed this Suit.

3. In view of the aforesaid evidence, the Plaintiffs have proved their claim. Hence, the Order :-

ORDER

(1) The Suit is decreed in terms of prayer clause (a) with costs.

(2) A decree be drawn up accordingly.

(3) The original documents be returned to the Plaintiffs after obtaining the copies thereof from the Plaintiff.

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[S.K.Shah , J.]